

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

OAKLEY, INC.,

Plaintiff,

v.

TERAYSUN STORE, et al.,

Defendants.

No. 20-cv-05972

Judge Franklin U. Valderrama

Magistrate Judge Sunil R. Harjani

**FINAL JUDGMENT ORDER**

This action having been commenced by Plaintiff Oakley, Inc. (“Plaintiff” or “Oakley”) against the fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases identified on Schedule A to the Complaint and attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

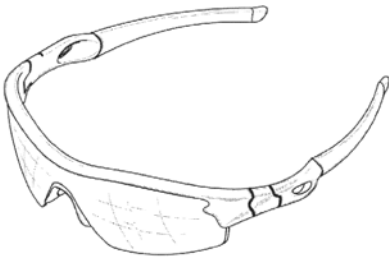
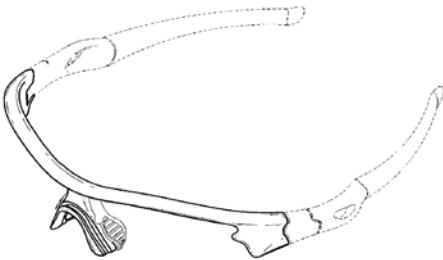
Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

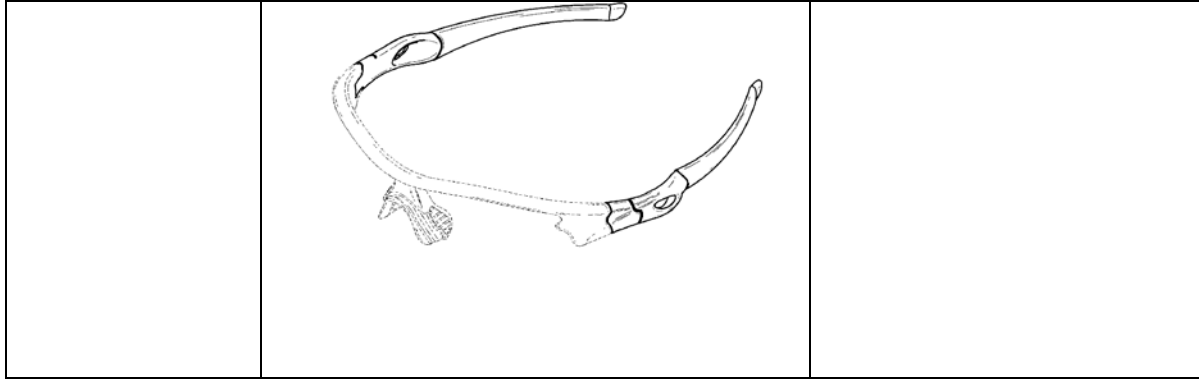
Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

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<sup>1</sup> The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants based on Plaintiff's unrebutted assertions that Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products infringing directly and/or indirectly the following patented Oakley Designs.

Patent Number	Claim	Issue Date
D569,412		May 20, 2008
D581,443		November 25, 2008
D581,444		November 25, 2008



THIS COURT FURTHER FINDS that Defaulting Defendants are liable for patent infringement (35 U.S.C. § 271).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
  - a. offering for sale, selling, and importing any product not authorized by Oakley and that includes any reproduction, copy or colorable imitation of the designs claimed in the Oakley Designs;
  - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the Oakley Designs; and
  - c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).

2. Upon Oakley's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), and ContextLogic Inc. d/b/a Wish.com ("Wish.com") (collectively, the "Third Party Providers") shall within ten (10) business days after receipt of such notice disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Oakley Designs.
3. Pursuant to 35 U.S.C. § 289, Oakley is awarded profits from each of the Defaulting Defendants for infringing use of the Oakley Design on products sold through at least the Defaulting Defendants' Online Marketplaces according to the below chart:

<b>Defaulting Defendant Seller Aliases</b>	<b>Profit Award</b>
Diana Sports Products Co.,Ltd.	\$2,854
Life Lover Store	\$28,198
Linda Mo's Sports Products Co.,Ltd.	\$19,318
NewPowerer Co., LTD. Store	\$274
Outdoor Life Club Store	\$393
Quality Life Bike Store	\$250
SongLin World Store	\$250
WarmSports Store	\$16,015
365 day shopping Store	\$6,390
Charlie Store	\$5,358
Duo Xi Store	\$1,573
Entertainment Equipment&Tools Store	\$6,389
Fishing gear shops Store Store	\$4,745
Here i amm Store	\$1,863
JOSHOCK Outdoors Store	\$250
Kaye's YunDong Store	\$1,097
KeriQi Outdoor Store	\$250
LDJ's Cabin Store	\$5,378
MotorCar Accessories Store	\$5,240

Newoland glasses Store	\$464
Otc outdoor Store	\$1,182
outdoor 007 Store	\$250
Outdoor Direct Drop Shipping Store	\$1,328
OUTDOOR FOR YOU Store	\$748
OutdoorSO Store	\$4,012
powerest seller	\$3,040
Pro Outdoor Sports Store	\$641
Shop4377062 Store	\$496
Shop4677033 Store	\$2,291
Shop910327224 Store	\$250
Sportfun Store	\$1,107
Sunning cycling Store	\$1,333
Tankee Outdoor Store	\$250
Topsports Outdoor Store	\$2,053
WenZiSport Store	\$1,697
Wolfbike Sport Store	\$1,163
WoTher Store	\$250
YFXcreate Official Store	\$250
ZIKI Store	\$3,498
adbzxtjeqavs	\$250
Dexlay	\$2,868
dtangwcc	\$250
Guanyin bles	\$5,470
Honey cat20	\$459
hrjnswwt	\$368
JUMERY	\$617
Kalmar2019	\$250
MZ JCYYSMYXGS	\$250
NC-Trade	\$1,845
Panggg	\$250
QINLINWORLD	\$5,691
Romiracle	\$2,751
ShenZhen GUB Bike Flagship store	\$4,026
Simvey	\$250
sunglasses warehouse-US	\$10,895
TaiYuanXingShangHuiWangLuoKeJiFaZhanYouXianGongSi	\$550
WANGLINING	\$250
WWMALLUS	\$250
dcfishing	\$250
linko0128	\$250

4. Oakley may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, and Amazon Pay, by e-mail delivery to the e-mail addresses Oakley used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified damages award, or other of Defaulting Defendants’ assets.
6. All monies, up to the above identified damages award, currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are hereby released to Oakley as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are ordered to release to Oakley the amounts from Defaulting Defendants’ financial accounts within ten (10) business days of receipt of this Order.
7. Until Oakley has recovered full payment of monies owed to it by any Defaulting Defendant, Oakley shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including


PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall within five (5) business days:

- a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 4 to the Declaration of Jason Groppe [14], and any e-mail addresses provided for Defaulting Defendants by third parties;
  - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. release all monies, up to the above identified damages award, restrained in Defaulting Defendants' financial accounts to Oakley as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. In the event that Plaintiff identifies any additional online marketplaces or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 4 to the Declaration of Jason Groppe [14] and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

Date: 1/15/2021

  
United States District Judge  
Franklin U. Valderrama



## Oakley, Inc. v. TERAYSUN Store, et al. - Case No. 20-cv-5972

## Schedule A

No.	Seller Aliases
1	DISMISSED
3	Pro Outdoor Sports Store
5	Topsports Outdoor Store
7	Fishing gear shops Store Store
9	DISMISSED
11	DISMISSED
13	Newoland glasses Store
15	Sunning cycling Store
17	OUTDOOR FOR YOU Store
19	DISMISSED
21	Life Lover Store
23	ZIKI Store
25	Shop4677033 Store
27	Outdoor Life Club Store
29	Charlie Store
31	DISMISSED
33	Kaye's YunDong Store
35	Here i amm Store
37	outdoor 007 Store
39	Tanke Outdoor Store
41	SongLin World Store
43	Linda Mo's Sports Products Co.,Ltd.
45	Shop910327224 Store
47	sunglasses warehouse-US
49	Honey cat20
51	WWMALLUS
53	WANGLINING
55	ShenZhen GUB Bike Flagship store
57	QINLINWORLD
59	DISMISSED
61	DISMISSED
63	Panggg
65	Simvey
67	dcfishing

No.	Seller Aliases
2	WenZiSport Store
4	YFXcreate Official Store
6	DISMISSED
8	Wolfbike Sport Store
10	Sportfun Store
12	NewPowerer Co., LTD. Store
14	MotorCar Accessories Store
16	Duo Xi Store
18	Quality Life Bike Store
20	Shop4377062 Store
22	Outdoor Direct Drop Shipping Store
24	Otc outdoor Store
26	365 day shopping Store
28	JOSHOCK Outdoors Store
30	KeriQi Outdoor Store
32	LDJ's Cabin Store
34	Entertainment Equipment&Tools Store
36	OutdoorSO Store
38	Warmsports Store
40	WoTher Store
42	Diana Sports Products Co.,Ltd.
44	powerest seller
46	Romiracle
48	hrjnswwt
50	Kalmar2019
52	dtangwcc
54	Dexlay
56	Guanyin bles
58	MZ JCYYSMYXGS
60	NC-Trade
62	TaiYuanXingShangHuiWangLuoKeJiFaZha nYouXianGongSi
64	adbzxtjeqavs
66	JUMERY
68	linko0128

No.	Online Marketplaces
1	DISMISSED
3	aliexpress.com/store/1430154
5	aliexpress.com/store/1748605
7	aliexpress.com/store/1833506
9	DISMISSED
11	DISMISSED
13	aliexpress.com/store/2943055
15	aliexpress.com/store/3568033
17	aliexpress.com/store/419453
19	DISMISSED
21	aliexpress.com/store/4416206
23	aliexpress.com/store/4662134
25	aliexpress.com/store/4677033
27	aliexpress.com/store/4880100
29	aliexpress.com/store/4993061
31	DISMISSED
33	aliexpress.com/store/5012090
35	aliexpress.com/store/5050299
37	aliexpress.com/store/5241076
39	aliexpress.com/store/5382315
41	aliexpress.com/store/5780749
43	aliexpress.com/store/628812
45	aliexpress.com/store/910327224
47	amazon.com/sp?seller=A196MX4QR2 A3YU
49	amazon.com/sp?seller=A25FOS8CW H4F5Y
51	amazon.com/sp?seller=A2C945A5E4 3TBD
53	amazon.com/sp?seller=A2KSY7ER9V N74B
55	amazon.com/sp?seller=A2WXV93B9R 6GJZ
57	amazon.com/sp?seller=A2ZET6XYMA NLPA
59	DISMISSED

No.	Online Marketplaces
2	aliexpress.com/store/1380552
4	aliexpress.com/store/1442313
6	DISMISSED
8	aliexpress.com/store/239248
10	aliexpress.com/store/2669163
12	aliexpress.com/store/2794013
14	aliexpress.com/store/3252119
16	aliexpress.com/store/4069008
18	aliexpress.com/store/433964
20	aliexpress.com/store/4377062
22	aliexpress.com/store/4447031
24	aliexpress.com/store/4665043
26	aliexpress.com/store/4852016
28	aliexpress.com/store/4980067
30	aliexpress.com/store/4997405
32	aliexpress.com/store/5004467
34	aliexpress.com/store/5032063
36	aliexpress.com/store/5132029
38	aliexpress.com/store/5244051
40	aliexpress.com/store/5742228
42	aliexpress.com/store/617738
44	aliexpress.com/store/710505
46	amazon.com/sp?seller=A17P8VBH511 MAW
48	amazon.com/sp?seller=A1ZOJC1GYYJ 23J
50	amazon.com/sp?seller=A2BM2241Z5 M5GG
52	amazon.com/sp?seller=A2H88Y8G7Q X70C
54	amazon.com/sp?seller=A2SETE5V5FU LVY
56	amazon.com/sp?seller=A2Y79MGEXD 63AF
58	amazon.com/sp?seller=A349HDV42G YZLR
60	amazon.com/sp?seller=A3CITW4FQAE 6CB

No.	Online Marketplaces
61	DISMISSED
63	amazon.com/sp?seller=A72PQBBUTI YBV
65	amazon.com/sp?seller=AR1MLIKH7R KB8
67	ebay.com/usr/dcfishing

No.	Online Marketplaces
62	amazon.com/sp?seller=A6R1P63GEVA 65
64	amazon.com/sp?seller=AP2M6Z2SGT YOS
66	amazon.com/sp?seller=ATPNP3J3SAXJ 8
68	ebay.com/usr/linko0128